

## **Restricted Gift Agreement**

The purpose of this agreement is to memorialize the mutual agreement of Beacon Unitarian Universalist Congregation in Summit (“Beacon”) and First Unitarian Society of Plainfield (“FUSP” or “Donor”) regarding the gift described in this document. This agreement will be made a part of Beacon’s records and is intended to determine the terms of such gift and its administration.

### **1. Purpose of the Gift**

1.1. The Donor wishes to establish the Plainfield Legacy Fund (the “Gift”). When funded in accordance with this agreement, the Gift will support social justice causes in Plainfield or nearby communities that are underserved.

### **2. Funding the Gift**

2.1. The amount of the Gift will be approximately Two Hundred Thousand Dollars (\$200,000.00), subject to final determination of the Donor after its dissolution expenses are determined.

2.2. The Gift will be kept in a segregated fund by Beacon and will be invested in a manner consistent with the overall investment guidelines established by Beacon from time to time.

### **3. Administering the Fund**

3.1. The original Gift plus investment returns will be distributed over time to support social justice causes in Plainfield, or nearby communities that are underserved. Subject to the terms of this Restricted Gift Agreement (the “Gift Agreement”), the amounts, timing and recipients of distributions shall be as determined by Beacon, in its sole discretion.

3.2. The anticipated life of the Gift is at least fifteen (15) years. Beacon will calculate a distribution each year consistent with that timeframe.

3.3. Beacon will use its best efforts to continue distributions to three (3) programs/organizations that FUSP has historically supported. See *Appendix I* for names and current funding levels.

3.4. The food pantry in particular will require ongoing commitment from volunteers to avoid becoming a drain on staff resources. Beacon will actively encourage volunteers toward effective operation of the food pantry but cannot guarantee any level of volunteer support.

3.5. If a program/organization listed on *Appendix I* ceases to exist, or Beacon determines, in its sole discretion, that continued support of such program/organization is no longer consistent with the mission of Beacon, the cost structure or operational burden anticipated to be incurred in connection with such distributions, or the terms of this Gift Agreement, Beacon will designate a missionally similar organization to fund at a comparable level.

3.6. See *Appendix II* for a note on anticipated distribution levels from the Gift. To the extent there are funds available for distribution from the Gift at any time in excess of what is needed to support current programs/organizations, Beacon will seek out other missionally similar organizations in the greater Plainfield area to receive support.

3.7. Beacon intends to form a Gift Advisory Group to provide input on funding decisions. While former members of FUSP will be encouraged to join the Gift Advisory Group, it will be open to any Beacon member with a passion for social justice work.

3.8. It is expected the Neighborhood Beacon program will liaise with the Gift Advisory Group to help Beacon forge even deeper relationships within Plainfield.

3.9. While input will be sought from the Gift Advisory Group, all funding decisions at Beacon ultimately reside within the sole discretion of the Board of Trustees (or the Finance Committee if so designated).

3.10. Beacon will reserve a small portion of each year's distribution to cover costs associated with administering the Gift. This amount will be capped at the lesser of One Thousand Five Hundred Dollars (\$1,500.00) or ten percent (10%) of the annual distribution.

3.11. Beacon may also reimburse itself for direct costs incurred through program support. An example is liability insurance that may be needed for rentals related to the food pantry. Beacon will do its best to manage these costs so they do not become an impediment to the viability of a program, but again cannot guarantee that outcome.

3.12. All legal costs that Beacon incurs in having this Gift Agreement reviewed and executed will be covered by FUSP or deducted from the Gift amount upon receipt.

#### **4. Recognition of the Gift**

4.1. The Donor's Gift may be publicized and the Donor agrees to be referred to as First Unitarian Society of Plainfield in any donor-recognition vehicle produced by Beacon, including print, spoken, broadcast and/or online media.

#### **5. Miscellaneous**

5.1. This Gift Agreement shall be governed by the laws of the State of New Jersey, states the entire agreement of the parties and supersedes any other discussions, understandings and agreements of the parties, written or oral, with respect to its subject matter. This Gift Agreement may be amended at any time but only by written agreement of all parties. This Gift Agreement shall be executed in duplicate, each of which deemed to be an original, and the effective date shall be the date it is executed by all parties.

5.2. Each party represents and warrants to the other that it has obtained all approvals required under its governing documents or applicable laws required to make, accept, administer and distribute the Gift and enter into the Gift Agreement.

FIRST UNITARIAN SOCIETY OF PLAINFIELD  
("FUSP" or "Donor")

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

BEACON UNITARIAN UNIVERSALIST  
CONGREGATION IN SUMMIT  
("Beacon")

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

## **Appendix I - FUSP's Current Programs/Organizations**

Food Pantry - Currently Five Hundred Dollars (\$500.00) per month or Six Thousand Dollars (\$6,000.00) per year.

Social Justice Matters Juneteenth event - Currently One Thousand Dollars (\$1,000.00) per year.

Holiday Meal Program - If it can be revived, Five Hundred Dollars (\$500.00) per year.

## **Appendix II - Beacon's Anticipated Distribution Levels**

With a starting balance of Two Hundred Thousand Dollars (\$200,000.00) in the Gift, and a mandate that permits Beacon to spend it down over fifteen (15) years, it may be possible to distribute Fifteen Thousand Dollars (\$15,000.00) or more per year. This is double the funding level for FUSP's current programs/organizations, so Beacon will likely be seeking out other organizations to support and thereby grow the missional impact of the Gift.